

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ALF RENTAL COMPANY, INC.,

Plaintiff,

Docket No.: 07 CV 3148 (LAK)

-against-

DECLARATION IN REPLY

BUILDERS RESOURCE, INC., D'ONOFRIO GENERAL
CONTRACTORS CORP., CONSOLIDATED EDISON
OF NEW YORK, INC., TERRA DINAMICA, LLC,
CORESLAB STRUCTURES, and NICOLSON
CONSTRUCTION CO.,

Defendants.

-----X
BUILDERS RESOURCE, INC.,

Third-Party Plaintiff,

-against-

BAY CRANE SERVICE INC.,

Third-Party Defendant.

-----X

STEPHEN H. MARCUS, an attorney duly admitted to practice before the Courts of the State and this District Court, declares under penalty of perjury as follows:

1. I am of counsel to Lambert & Weiss, attorneys for the defendant Builders Resource, Inc. ("BRI") and third-party defendant Steven Allard ("Allard").

2. I make and submit this declaration in reply to the opposing papers of defendant Coreslab Structures (Conn.) Inc.'s ("CSCI") submitted in response to BRI and Allard's motions to dismiss CSCI's cross-claims against BRI and its third-party complaint against Allard.

BRI's Action Predates CSCI's Cross-Claims by about Three and a Half Months

3. CSCI suggests that BRI's Massachusetts Action predates CSCI's cross-claims by mere days. BRI's Massachusetts Action was commenced on March 13, 2007. (Exhibit "A").

CSCI, however, did not file its cross-claims against BRI and its third-party complaint against Allard until June 28, 2007 (Exhibit “B”), three and a half months later. The Massachusetts Action is clearly the first pending action between these parties. The Massachusetts Action arises from a one-page proposal dated May 10, 2006, by which BRI agreed to perform certain work for CSCI. (Exhibit “C”). BRI alleges in its complaint that CSCI owes it \$2,274,264.75. (Exhibit “D”). Neither BRI nor CSCI maintains offices in New York. BRI’s work at Mott Haven was completed nearly a year ago. The major witnesses to BRI’s work are in Connecticut and Rhode Island. As the first filing plaintiff, BRI is entitled to have its choice of forum respected, particularly since neither CSCI nor BRI has offices in this state.

4. Moreover, CSCI’s cross-claims are grafted onto ALF’s action for payment for the alleged rental of timber crane mats. ALF’s action appears to be fatally defective and may ultimately be quickly disposed of by summary judgment. ALF claims that it had a written contract with BRI. (Exhibit “E”). The copy of the alleged “agreement” is attached to ALF’s complaint, however, is not signed by BRI. In contrast, BRI’s agreement with third-party defendant Bay Crane, signed by BRI and Bay Crane, indicates that crane mats would be provided to BRI by Bay Crane. (Exhibit “F”).

5. The BRI-Bay Crane agreement is authenticated by the accompanying affidavit of Martin Cardon, general manager of BRI.

6. In addition, ALF’s mechanic’s lien claim appears to be without merit, since ALF may not have been entitled to file a notice of lien. Under the BRI-Bay Crane agreement, BRI, not Bay Crane, furnished the operating crews for the cranes provided by Bay Crane. Bay Crane was thus, at most, an equipment supplier, the equivalent in New York to a “materialman.” N.Y. Lien Law § 2, subd. 12. ALF, which did not supply any crane mats to BRI, but which may have supplied them to Bay Crane, would thus be a “remote materialman”, and, if so, not entitled to file a notice of mechanic’s lien. N.Y. Lien Law §§ 2, subd. 12, 3.

7. Thus, CSCI seeks to litigate claims, more properly raised as counterclaims in BRI's Massachusetts Action, as an appendage to what could turn out to be a wholly meritless and short-lived action by ALF. Particularly, under these circumstances, this Court should have no hesitation in dismissing CSCI's cross-claims and third-party claim in deference to the prior Massachusetts Action, or transferring them to the District Court in Massachusetts.

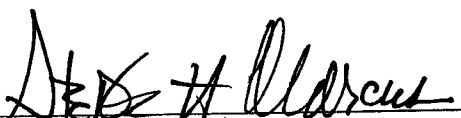
8. Moreover, defendant Terra Dinamica's claims, as reflected in its notice of mechanic's lien, is solely against the general contractor D'Onofrio. (Ex. "G"). Terra Dinamica makes no claim that it provided any service to CSCI or BRI. Terra's claim is clearly unrelated, in any direct way to BRI and CSCI, and their controversy.

There is No New York Nexus to CSCI's Cross-claims Against BRI and Allard

9. As shown by CSCI's own records on this motion (Ex. D to the affidavit of Leon Grant) the so-called fraudulent documents executed by Allard for BRI were either executed in Connecticut or in Massachusetts. (Exhibit "H"). None were executed in New York. As established by its own records, CSCI is a Connecticut corporation with its offices in Thomaston, Connecticut. As shown by BRI and Allard's accompanying memorandum of law, the jurisdiction of this Court should not be invoked since both the alleged tort and its alleged effect took place outside of this State.

10. By reason of the foregoing, CSCI's cross-claims against BRI, and its third-party complaint against Allard should be dismissed, or transferred to the District Court in Massachusetts.

Dated: New York, New York
September 18, 2007


STEPHEN H. MARCUS (SHM 2370)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ALF RENTAL COMPANY, INC.,

Plaintiff,

Docket No.: 07 CV 3148 (LAK)

-against-

AFFIDAVIT

BUILDERS RESOURCE, INC., D'ONOFRIO GENERAL
CONTRACTORS CORP., CONSOLIDATED EDISON
OF NEW YORK, INC., TERRA DINAMICA, LLC,
CORESLAB STRUCTURES, and NICOLSON
CONSTRUCTION CO.,

Defendants.

-----X
BUILDERS RESOURCE, INC.,

Third-Party Plaintiff,

-against-

BAY CRANE SERVICE INC.,

Third-Party Defendant.

-----X

STATE OF RHODE ISLAND)
) SS.:
COUNTY OF PROVIDENCE)

MARTIN CARDON, being duly sworn, deposes and says:

1. I am the General Manager of defendant Builders Resource, Inc. ("BRI"). Plaintiff ALF did not have an agreement with BRI to supply timber crane mats to BRI for the Mott Haven project. The alleged copy of ALF's contract attached to its complaint was never signed by BRI. (Exhibit "E").

2. Attached hereto as Exhibit "F" is BRI's agreement with third-party defendant Bay Crane Service, Inc. ("Bay Crane"). Under that agreement, signed by both Bay Crane and

BRI, Bay Crane was to furnish and transport the timber crane mats to the job site, in addition to providing cranes. The mat rental rates, stated in the agreement are for each day's rent of mats varying in size from 4 feet wide to 24 feet to 30 feet long. Bay Crane supplied the timber crane mats to BRI; ALF did not.



MARTIN CARDON

Sworn to before me this
10th day of September, 2007

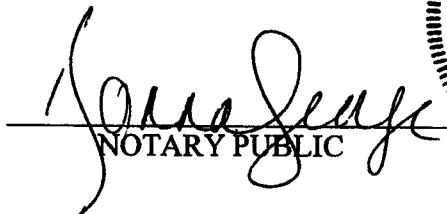
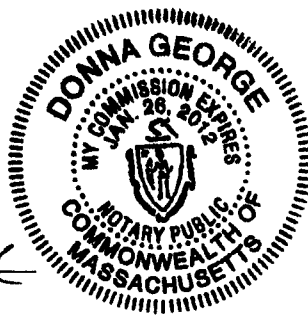

NOTARY PUBLIC

Exhibit "A"

United States District Court
District of Massachusetts (Worcester)
CIVIL DOCKET FOR CASE #: 4:07-cv-40057-FDS

Builders Resource, Inc. v. Coreslab Structures Conn, Inc.
Assigned to: Judge F. Dennis Saylor, IV
Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 03/13/2007
Jury Demand: None
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff

Builders Resource, Inc.

represented by **Robert N. Meltzer**
Attorney at Law
P.O. Box 1459
Framingham, MA 01701
508-872-7116
Fax: 508-647-0332
Email: robmeltzer@aol.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Coreslab Structures Conn, Inc.

represented by **Edward J. Frisch**
Lindabury, McCormick, Estabrook & Cooper
53 Cardinal Drive
P.O. Box 2369
Westfield, NJ 07091-2369
908-233-6800
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Craig F. Anderson
Quinlan & Sadowski, PC
11 Vanderbilt Avenue
Suite 250
Norwood, MA 02062
781-440-9909
Fax: 781-440-9979
Email: canderson@qsatlaw.com
ATTORNEY TO BE NOTICED

David T. Keenan
Quinlan & Sadowski, P.C.
11 Vanderbilt Avenue
Suite 250
Norwood, MA 02062-5056
781-440-9909
Fax: 781-440-9979
Email: dkeenan@qsatlaw.com
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
------------	---	-------------

Exhibit "B"

Stephanie

From: NYSD_ECF_Pool@nysd.uscourts.gov
Sent: Thursday, June 28, 2007 8:48 PM
To: deadmail@nysd.uscourts.gov
Subject: Activity in Case 1:07-cv-03148-KMK ALF Rental Company, Inc. v. Builders Resource, Inc. et al
Answer to Complaint

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.
*****NOTE TO PUBLIC ACCESS USERS*** You may view the filed documents once without charge. To avoid later charges, download a copy of each document during this first viewing.**

U.S. District Court

United States District Court for the Southern District of New York

Notice of Electronic Filing

The following transaction was entered by Yaffe, Scott on 6/28/2007 at 8:47 PM EDT and filed on 6/28/2007

Case Name: ALF Rental Company, Inc. v. Builders Resource, Inc. et al
Case Number: 1:07-cv-3148
Filer: Coreslab Structures
Document Number: 20

Docket Text:

ANSWER to Complaint with JURY DEMAND., THIRD PARTY COMPLAINT against Steve Allard., CROSSCLAIM against all defendants., COUNTERCLAIM against all plaintiffs. Document filed by Coreslab Structures.(Yaffe, Scott)

1:07-cv-3148 Notice has been electronically mailed to:

Richard Lewis Herzfeld rherzfeld@aol.com

Scott A Levinson levinsons@coned.com

Stephen H. Marcus Stephen_Marcus@lambertweiss.com

Stephen H. Marcus stephen_marcus@lambertweiss.com

Scott Mark Yaffe smyaffe@comcast.net

1:07-cv-3148 Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description:Main Document

6/29/2007

Exhibit "C"

COPY

CORES LAB.
STRUCTURES
 (CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279
 1023 Waterbury Road, Thomaston, CT 06787-2028
 Ph. (860) 283-8281 Fax (860) 283-0165

Purchase Order

Issued To: Builders Resource Inc.

101 Nasonville Rd

Harrisville, RI 02830

P.O. No.: 0717

Order Date: 10-May-06

Terms:

Ship To: Mott Haven Substation

415 Bruckner Blvd.

Bronx, NY 10454

Your Quotation: Confirmed

To:

F.O.B.

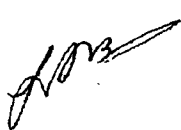
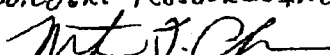
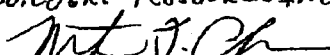
PLEASE ENTER OUR ORDER FOR THESE ITEMS SUBJECT TO THESE CONDITIONS

1. Show our order number on all related invoices, correspondence, bill or rating and packages
2. Acknowledge our order promptly, including a statement of your ability to ship all items to meet specified delivery dates.
3. Send invoices in duplicate to above address unless otherwise instructed in writing.

4. No packing charges allowed without written approval.

5. Acceptance of all items subject to our inspection notwithstanding prior payment to obtain cash discount.

6. Items rejected due to inferior quality will be returned to you; all transportation expense both ways for your account and are not to be replaced except upon written instructions.

Item No.	Quantity Ordered	Quantity Received	Units	Items Description and/or Stock Number	Price		
					Unit	Per	Extended
1	1			345kv=659 pcs Admin=262 pcs 13kv=183 pcs Total=1104 pcs of Precast Erected and attached to the Mott-Haven Substation bldg per erection dwgs and PC standards. Completion July 31, 2006 As per attach contract & Quotation	ea	\$3,478,000.00	\$3,478,000.00
Items No.	Accounting Code	Detail No.	Requested By	Approved By:	Shp/Hdl Taxes		
			Corrado J. Prigitano JR.		Total Price	\$3,478,000.00	
					Coreslab Structures (Conn)		
					By: 		
					Authorized Agent Builders Resource Inc.		
					By: 		

**CORES LAB
STRUCTURES**
(CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279
1923 Waterbury Road, Thomaston, CT 06787-2028
(800) 283-6281

CHANGE ORDER:

Attn: Steve Allard
Builders Resource Inc
101 Nasonville Rd
Hamteville, RI 02830

Re: Mott Haven Substation
415 Bruckner Blvd
Bronx, NY 10456

INVOICE/QUOTE NO.	CUST. NO.	CUSTOMER NAME	JOB NO.	ENTITY NO.	TERMS
10/11/2006		BR	#0111	#01110046R1	
CHG. ORDER NO.	F.O.B. Job Site	VIA			
	N/A				3

CO-001 BR This C.O. is for X-01 through X-38 and X-40, with X-08, 14, 21, 26, 25, 33 & 36, withdrawn.
Note: C.O. X-01 through X-06 has been previously paid in July.
C.O. X-07 through X-16 has been previously paid in August.
C.O. X-17 through X-20 has been previously paid in September.

X1 - 38 & 40 (exclude 8, 14, 21, 23, 25, 33, 36) \$1,465,099.46
Subtotal \$1,465,099.46
OH & P Included
Total \$1,465,099.46 - \$1,465,099.00

Please have an Authorized Company representative sign and return for billing.
Please expedite Change-Order; work can not be performed until written consent is received.

REVISED CONTRACT AGREEMENT

The Subcontract Sum prior to this Change Order: \$ 3,478,000.00
The Subcontract Sum will be increased by this change order: \$1,465,099.00
The new Subcontract Sum including this Change Order will be: \$ 4,943,099.00

The work and terms of payment covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

IN WITNESS WHEREOF the said parties have caused this agreement to be executed as of the day and year signed below.

D'ONOFRIO GENERAL CONTRACTORS
CONTRACTOR

CORES LAB STRUCTURES (CONN) INC
SUBCONTRACTOR

BY

Steve M. Allard

DATE

10/2/06

BY

Leon Grant
Leon Grant V.P./General Manager

DATE

10/11/06

03/12/2007 04:13 508-876-2001

BRI PROJECT MANAGEMT

PAGE 02/03

5:03 PM

03/12/07

Builders Resource, Inc.
Open Invoices
 As of March 12, 2007

Type	Date	Num	Due Date	Aging	Open Balance
Coreelab					
Mott Haven Contract					
Mott Haven Retainage					
Invoice	4/25/2006	retainage	4/25/2006	321	35,617.04
Invoice	5/15/2006	retainage	5/15/2006	301	29,141.22
Invoice	6/15/2006	retainage	6/15/2006	270	95,161.87
Invoice	7/16/2006	retainage	7/16/2006	239	64,843.09
Invoice	8/15/2006	retainage	8/15/2006	209	105,731.44
Invoice	9/15/2006	retainage	9/15/2006	178	14,114.10
Invoice	10/10/2006	retainage	10/10/2006	153	3,191.25
Total Mott Haven Retainage					347,800.01
Mott Haven Extras					
Invoice	3/9/2007	MH-X46	3/8/2007	4	37,425.04
Invoice	3/9/2007	MH-X47	3/9/2007	3	13,390.18
Total Mott Haven Extras					50,815.22
Mott Haven Contract - Other					
Invoice	8/15/2006	MH-08-CO...	8/15/2006	209	97,496.33
Invoice	8/15/2006	MH-11-CO-7	8/15/2006	209	97,500.00
Invoice	8/15/2006	MH-13-CO...	8/15/2006	209	8,659.70
Invoice	8/15/2006	MH-14-CO...	8/15/2006	209	6,543.75
Invoice	8/15/2006	MH-15-CO...	8/15/2006	209	8,563.65
Invoice	8/15/2006	MH-16-CO...	8/15/2006	209	5,810.46
Invoice	8/15/2006	MH-17-CO...	8/15/2006	209	40,080.87
Invoice	8/15/2006	MH-18-CO...	8/15/2006	209	11,434.65
Invoice	8/15/2006	MH-20-CO...	8/15/2006	209	19,438.65
Invoice	8/15/2006	MH-23-CO...	8/15/2006	209	4,313.68
Invoice	8/15/2006	MH-24-CO...	8/15/2006	209	5,544.72
Invoice	8/15/2006	MH-26-CO...	8/15/2006	209	31,962.73
Invoice	8/15/2006	MH-10-CO...	8/15/2006	209	110,030.90
Invoice	8/15/2006	MH-12-CO...	8/15/2006	209	175,969.50
Invoice	8/15/2006	MH-22-CO...	8/15/2006	209	205,889.85
Invoice	8/15/2006	MH-25-CO...	8/15/2006	209	437,500.00
Invoice	8/15/2006	MH-27-CO...	8/15/2006	209	225,000.00
Invoice	8/15/2006	MH-21	8/15/2006	178	127,026.88
Invoice	10/10/2006	MH-28	10/10/2006	153	28,721.25
Invoice	10/15/2006	MH-29-CO...	10/15/2006	148	5,071.00
Invoice	10/15/2006	MH-30-CO...	10/15/2006	148	51,908.38
Invoice	3/12/2007	FC 16	3/12/2007		171,223.49
Total Mott Haven Contract - Other					1,875,848.52
Total Mott Haven Contract					2,274,264.75
Total Coreelab					2,274,264.75
TOTAL					2,274,264.75

03/12/2007 04:13 508-876-2001

BRI PROJECT MANAGEMT

PAGE 03/03

Builders Resource, Inc.

770 Douglas Turnpike
Harrisville, RI 02830-1609**Finance Charge**

Date	Invoice #
3/12/2007	PC 16

Bill To
Coreslab, Inc. 1023 Waterbury Road Thomaston, CT 06787

Terms

Description	Amount
Finance Charges on Overdue Balance	171,223.49
Invoice #MH-08-CO-04 for 97,496.33 on 08/15/2006	
Invoice #MH-11-CO-7 for 97,500.00 on 08/15/2006	
Invoice #MH-13-CO-09 for 8,659.70 on 08/15/2006	
Invoice #MH-14-CO-10 for 6,543.75 on 08/15/2006	
Invoice #MH-15-CO-11 for 8,563.65 on 08/15/2006	
Invoice #MH-16-CO-12 for 5,810.46 on 08/15/2006	
Invoice #MH-17-CO-13 for 40,060.97 on 08/15/2006	
Invoice #MH-18-CO-14 for 11,434.65 on 08/15/2006	
Invoice #MH-20-CO-16 for 19,439.65 on 08/15/2006	
Invoice #MH-23-CO-18 for 4,313.68 on 08/15/2006	
Invoice #MH-24-CO-19 for 5,544.72 on 08/15/2006	
Invoice #MH-26-CO-21 for 31,962.73 on 08/15/2006	
Invoice #MH-10-CO-06 for 110,030.90 on 08/15/2006	
Invoice #MH-12-CO-08 for 175,969.50 on 08/15/2006	
Invoice #MH-22-CO-17 for 205,869.85 on 08/15/2006	
Invoice #MH-25-CO-20 for 437,500.00 on 08/15/2006	
Invoice #MH-27-CO-22 for 225,000.00 on 08/15/2006	
Invoice #MH-21 for 127,026.88 on 09/15/2006	
Invoice #MH-28 for 28,721.25 on 10/10/2006	
Invoice #MH-29-CO-23 for 5,071.00 on 10/15/2006	
Invoice #MH-30-CO-24 for 51,906.36 on 10/15/2006	
Total	\$171,223.49
Payments/Credits	\$0.00
Balance Due	\$171,223.49

Exhibit "D"

Robert N. Meltzer
Attorney At Law

P.O. Box 1459
Framingham, MA 01701
508.872.7116
robmeltzer@aol.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
CENTRAL DIVISION

RECEIVED # 405038
AMOUNT \$ 350.00
SUMMONS ISSUED ☒
LOCAL RULE 4.1 ☒
WAIVER FORM ☒
MCF ISSUED ☒
BY DPTY. CLK. S. J. [Signature]
DATE 3-13-07

BUILDERS RESOURCE, INC.

Plaintiff

v.

CORESLAB STRUCTURES
CONN, INC.

Defendant

Civil Action No.

07-40057 FDS

VERIFIED COMPLAINT BASED UPON DIVERSITY OF CITIZENSHIP

This is an action brought by Builders Resource, Inc., a citizen of Massachusetts, against Coreslab Structures (Conn), Inc., for funds due and owing under a construction contract.

1. Plaintiff, Builder Resource, Inc. ("the Plaintiff") is a business entity with a place of business at 180 Main Street in Blackstone, Worcester County, in the Commonwealth of Massachusetts.
2. Defendant, Coreslab Structures (Conn), Inc. ("the Defendant") is a business entity with a place of business at 1023 Waterbury Road, Thomaston, in the state of Connecticut
3. There is complete diversity between the parties, and damages exceed the statutory minimum.
4. This suit is brought in the venue of the residence of the Plaintiff.
5. Personal jurisdiction is had over the Defendant, as the Defendant conducts in construction business nationally, and presently is engaged in construction of the same type and nature within the Commonwealth of Massachusetts, including a project at Children's Hospital in Boston, in the Commonwealth of Massachusetts.

Robert N. Meltzer
Attorney At Law

P.O. Box 1459
Framingham, MA 01701
508.872.7116
robmeltzer@aol.com

6. This forum is as convenient as any other, as no particular forum contains all parties, documents or witnesses in this case.
7. The Plaintiff and the Defendant entered into a contract on May 10, 2006, for certain construction work at the Mott Haven Substation in the Bronx, in the state of New York. ("the Project").
8. The Plaintiff performed its work for the Defendant in the form of contract work, as well as extras to the contract. The total contract price, including all additions to the contract, total \$4,943,099.
9. Notwithstanding the Plaintiff's performance, the Defendant has not paid the Plaintiff for the Plaintiff's work.
10. The Plaintiff is owed \$2,274,264.75.

COUNT I

BREACH OF CONTRACT

11. The Plaintiff restates paragraphs 1-10 and incorporates them herein by reference.
12. The Defendant's failure to pay the Plaintiff constitutes a breach of the contract between the Plaintiff and the Defendant.
13. As a result of the Defendant's breach, the Plaintiff has sustained the loss of its expectancy under the contract, and has sustained incidental and consequential damages foreseeable at the time of formation of the contract.

COUNT II

ACCOUNT STATED

14. The Plaintiff restates paragraphs 1-13 and incorporates them herein by reference.

Robert N. Meltzer
Attorney At Law

P.O. Box 1459
Framingham, MA 01701
508.872.7116
robinmeltzer@aol.com

15. The Defendant received the invoice of account stated herein without objection and otherwise promised to pay all obligations.
16. The Defendant has not paid The Plaintiff on its account.
17. The Defendant owes the Plaintiff on account stated.

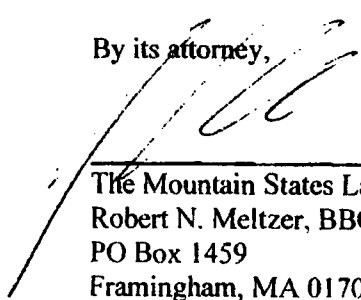
WHEREFORE, The Plaintiff respectfully prays that this Honorable Court:

1. Enter judgment for the Plaintiff and against the Defendant on all counts;
2. That this court award the Plaintiff its expectancy damages pursuant to Count I together with interest;
3. That this court award the Plaintiff damages in its itemized account stated invoice in Count II together with any interest; and
4. Any further relief deemed just and appropriate by this Honorable Court.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS

Respectfully Submitted,
The Plaintiff

By its attorney,


The Mountain States Law Group
Robert N. Meltzer, BBO #564745
PO Box 1459
Framingham, MA 01701
Phone: (508) 872-7116

Dated: March 6, 2007

MAR-06-2007 12:52

P. 09/09

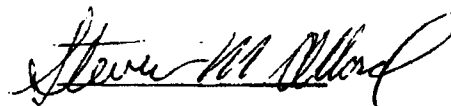
Robert N. Melizer
Attorney At Law

P.O. Box 1438
Framingham, MA 01701
508.872.7116
robmelizer@aol.com

VERIFICATION

I do hereby certify that I have reviewed the attached document, and that the facts contained herein stating the funds owed and the facts alleged are true to the best of my knowledge and belief, and represent a true and accurate accounting of the funds due and owing to Builder Resource, Inc.

Signed under the pains and penalties of perjury this 6th day of March, 2007



COPY

CORES LAB.
STRUCTURES
 (CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279
 1023 Waterbury Road, Thomaston, CT 06787-2028
 Ph. (860) 283-8281 Fax (860) 283-0165

Purchase Order

Issued To: Builders Resource Inc.

101 Nasonville Rd

Harrisville, RI 02830

P.O. No.: 0717

Order Date: 10-May-06

Terms:

Ship To: Mott Haven Substation

415 Bruckner Blvd

Bronx, NY 10454

Your Quotation: Confirmed

To:

F.O.B.

PLEASE ENTER OUR ORDER FOR THESE ITEMS SUBJECT TO THESE CONDITIONS

1. Show our order number on all related invoices, correspondence, bill or loading and packages.

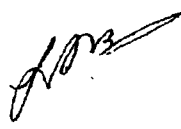
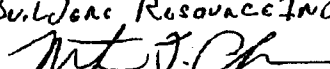
2. Acknowledge our order promptly, including a statement of your ability to ship all items to meet specified delivery dates.

3. Send invoices in duplicate to above address unless otherwise instructed in writing.

4. No packing charges allowed without written approval.

5. Acceptance of all items subject to our inspection notwithstanding prior payment to obtain cast discount.

6. Items rejected due to inferior quality will be returned to you; all transportation expense both ways for your account and are not to be replaced except upon written instructions.

Item No.	Quantity Ordered	Quantity Received	Units	Items Description and/or Stock Number	Price		
					Unit	Per	Extended
1	1			345kv=659 pcs Admin=262 pcs 13kv=183 pcs Total=1104 pcs of Precast Erected and attached to the Mott-Haven Substation bldg per erection dwgs and PC standards. Completion July 31, 2006 As per attach contract & Quotation	ea	\$3,478,000.00	\$3,478,000.00
Items No.	Accounting Code	Detail No.	Requested By	Approved By:	Shp/Hdl Taxes		
			Donato M. Prigitano JR.		Total Price		
					\$3,478,000.00		
					Coreslab Structures (Conn)		
					By: Authorized Agent		
					Build Resources Inc.		
					By: 		

CORESLAB

002

**CORESLAB
STRUCTURES**
(CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279
1923 Waterbury Road, Thomaston, CT 06787-2028
(860) 283-8281

CHANGE ORDER

Attn: Steve Allard
Builders Resource Inc
101 Nasonville Rd
Hartsville, RI 02830

Re: Mott Haven Substation
415 Bruckner Blvd
Bronx, NY 10456

INVOICE DATE	INVOICE NO.	CUST. NO.	CUSTOMER NAME	JOB NO.	ENTITLEMENT	TERMS
10/1/2005			BRI	#0111	#0111, 2016RI	
CHG. ORDER NO.	F.O.B. Jobsite	N/A	VIA			3

CO-0016RI This C.O. is for X-01 through X-38 and X-40, with X-08, 14, 21, 26, 29, 33 & 36, withdrawn

Note: C.O. X-01 through X-06 has been previously paid in July

C.O. X-07 through X-16 has been previously paid in August

C.O. X-17 through X-20 has been previously paid in September

X-1 - 38 & 40 (exclude 8, 14, 21, 23, 29, 33, 36) \$1,465,099.46
Subtotal \$1,465,099.46
OH & P Included
Total \$1,465,099.46 - \$1,465,099.00

Please have an Authorized Company representative sign and return for billing

Please expedite Change Order; work can not be performed until written consent is received.

REVISED CONTRACT AGREEMENT

The Subcontract Sum prior to this Change Order:

\$ 3,478,000.00

The Subcontract Sum will be increased by this change order:

\$1,465,099.00

The new Subcontract Sum including this Change Order will be:

\$ 4,943,099.00

The work and terms of payment covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract

IN WITNESS WHEREOF the said parties have caused this agreement to be executed as of the day and year signed below

D'ONOFRIO GENERAL CONTRACTORS
CONTRACTOR

CORESLAB STRUCTURES (CONN) INC
SUBCONTRACTOR

BY Steve M. Allard

BY Leon Grant V.P./General Manager

DATE 10/2/06

DATE 10/11/06

03/12/2007 04:13 588-876-2001

BRI PROJECT MANAGMT

PAGE 02/03

5:03 PM

03/12/07

Builders Resource, Inc.
Open Invoices
 As of March 12, 2007

Type	Date	Num	Due Date	Aging	Open Balance
Corelab					
Mott Haven Contract					
Mott Haven Retainage					
Invoice	4/25/2006	retainage	4/25/2006	321	35,617.04
Invoice	5/15/2006	retainage	5/15/2006	301	29,141.22
Invoice	6/15/2006	retainage	6/15/2006	270	95,161.87
Invoice	7/16/2006	retainage	7/16/2006	239	64,843.09
Invoice	8/15/2006	retainage	8/15/2006	209	105,731.44
Invoice	9/15/2006	retainage	9/15/2006	178	14,114.10
Invoice	10/10/2006	retainage	10/10/2006	153	3,191.25
Total Mott Haven Retainage					347,800.01
Mott Haven Extras					
Invoice	3/9/2007	MH-X46	3/8/2007	4	37,425.04
Invoice	3/9/2007	MH-X47	3/9/2007	3	13,390.18
Total Mott Haven Extras					50,815.22
Mott Haven Contract - Other					
Invoice	8/15/2006	MH-08-CO...	8/15/2006	209	97,496.33
Invoice	8/15/2006	MH-11-CO-7	8/15/2006	209	97,500.00
Invoice	8/15/2006	MH-13-CO...	8/15/2006	209	8,859.70
Invoice	8/15/2006	MH-14-CO...	8/15/2006	209	6,543.75
Invoice	8/15/2006	MH-15-CO...	8/15/2006	209	8,563.65
Invoice	8/15/2006	MH-16-CO...	8/15/2006	209	5,810.46
Invoice	8/15/2006	MH-17-CO...	8/15/2006	209	40,080.97
Invoice	8/15/2006	MH-18-CO...	8/15/2006	209	11,434.65
Invoice	8/15/2006	MH-20-CO...	8/15/2006	209	19,439.65
Invoice	8/15/2006	MH-23-CO...	8/15/2006	209	4,313.68
Invoice	8/15/2006	MH-24-CO...	8/15/2006	209	5,544.72
Invoice	8/15/2006	MH-26-CO...	8/15/2006	209	31,962.73
Invoice	8/15/2006	MH-10-CO...	8/15/2006	209	110,030.90
Invoice	8/15/2006	MH-12-CO...	8/15/2006	209	175,969.50
Invoice	8/15/2006	MH-22-CO...	8/15/2006	209	205,869.85
Invoice	8/15/2006	MH-25-CO...	8/15/2006	209	437,500.00
Invoice	8/15/2006	MH-27-CO...	8/15/2006	209	225,000.00
Invoice	9/15/2006	MH-21	8/15/2006	178	127,026.86
Invoice	10/10/2006	MH-28	10/10/2006	153	28,721.25
Invoice	10/15/2006	MH-29-CO...	10/15/2006	148	5,071.00
Invoice	10/15/2006	MH-30-CO...	10/15/2006	148	51,908.36
Invoice	3/12/2007	FC 16	3/12/2007		171,223.49
Total Mott Haven Contract - Other					1,875,648.52
Total Mott Haven Contract					2,274,264.75
Total Corelab					2,274,264.75
TOTAL					2,274,264.75

03/12/2007 04:13 508-876-2001

BRI PROJECT MANAGMT

PAGE 03/03

Builders Resource, Inc.

770 Douglas Turnpike
Harrisville, RI 02830-1609**Finance Charge**

Date	Invoice #
3/12/2007	PC 16

Bill To
Coreslab, Inc. 1023 Waterbury Road Thomaston, CT 06787

Terms

Description	Amount
Finance Charges on Overdue Balance	171,223.49
Invoice #MH-08-CO-04 for 97,496.33 on 08/15/2006	
Invoice #MH-11-CO-7 for 97,500.00 on 08/15/2006	
Invoice #MH-13-CO-09 for 8,639.70 on 08/15/2006	
Invoice #MH-14-CO-10 for 6,543.75 on 08/15/2006	
Invoice #MH-15-CO-11 for 8,563.65 on 08/15/2006	
Invoice #MH-16-CO-12 for 5,810.46 on 08/15/2006	
Invoice #MH-17-CO-13 for 40,060.97 on 08/15/2006	
Invoice #MH-18-CO-14 for 11,434.65 on 08/15/2006	
Invoice #MH-20-CO-16 for 19,439.65 on 08/15/2006	
Invoice #MH-23-CO-18 for 4,313.68 on 08/15/2006	
Invoice #MH-24-CO-19 for 5,544.72 on 08/15/2006	
Invoice #MH-26-CO-21 for 31,962.73 on 08/15/2006	
Invoice #MH-10-CO-06 for 110,030.90 on 08/15/2006	
Invoice #MH-12-CO-08 for 175,969.50 on 08/15/2006	
Invoice #MH-22-CO-17 for 205,869.85 on 08/15/2006	
Invoice #MH-25-CO-20 for 437,500.00 on 08/15/2006	
Invoice #MH-27-CO-22 for 225,000.00 on 08/15/2006	
Invoice #MH-21 for 127,026.88 on 09/15/2006	
Invoice #MH-28 for 28,721.25 on 10/10/2006	
Invoice #MH-29-CO-23 for 5,071.00 on 10/15/2006	
Invoice #MH-30-CO-24 for 51,906.36 on 10/15/2006	
Total	\$171,223.49
Payments/Credits	\$0.00
Balance Due	\$171,223.49

Exhibit "E"

ALF RENTAL COMPANY INC.

122 W. Sheffield Avenue
Englewood, New Jersey 07631
(201) 871-9889, Fax (201) 871-9888

**EQUIPMENT
RENTAL AGREEMENT**

BUILDERS RESOURCE INC.
101 Nasonville Road
Nasonville, RI 02830

Tel.#401-762-0262
Fax#401-762-0312

Attention: Steve Allard (Cell#401-623-6135)

WE PROPOSE to rent you the following equipment subject to terms and conditions hereinafter stated:
Seventy Eight (78) Hardwood Crane Mats: (50) 24'x4'x1', (20) 26'x4'x1' & (8) 30'x4'x1'.
If rented equipment is not returned or returned in a damaged condition, you are responsible for the amount of
\$1,300.00 per 24' Mat, \$1,450 per 26' Mat & \$1,700 per 30' Mat.

RENTAL is to be at the rate of **\$6.00 per 24' Mat/Day, \$7.50 per 26' Mat/Day & \$9.00 per 30' Mat/Day** from the date of delivery until equipment is returned to us. Rental rate based on (7) day work week with a minimum of a (7) day rental.

TERMS: NET 30 DAYS FOB OUR YARD.

DELIVERY of equipment is to be made to you on: Rental on all Mats began on May 1, 2006 (Mats held for this job), for use at Mott Haven (Bronx).

ALL TRANSPORTATION CHARGES from point of delivery to destination and return charges to point of delivery are to be paid by you. Loading Charge of \$150 per trailer and an Unloading Charge of \$150 per trailer in our yard.

YOU ARE TO ASSUME full responsibility for equipment during rental period, and are to return it to us in as good condition as received less wear incident to normal use. An \$80 per Unit cleaning and/or maintenance charge will be incurred if the item is returned to us with debris (dirt, garbage, steel, etc.). If wood dunnage (spacers) are not returned, a charge of \$6.00 per unit will be incurred.

WE ASSUME NO LIABILITY for loss or damage on account of accidents, delays due to defective material or delays in the delivery or removal of equipment.

YOU REPRESENT THAT YOU ARE FULLY RESPONSIBLE with proper methods for installation, use and maintenance of the equipment. You are solely responsible for its installation, use and maintenance and agree to do so in a proper and safe manner.

YOU SHALL INDEMNIFY US AND HOLD US HARMLESS against all losses, claims, suits, damages, expenses and/or penalties, including attorney's fees, arising out of any matter concerning the equipment occurring during the rental period or while the equipment is otherwise in your possession, including but not limited to claims of personal injury or property damage.

YOU SHALL SECURE general liability insurance policy, naming us as a coinsured, to afford protection with limits, for each occurrence, of not less than Two Million Dollars (\$2,000,000.00) with respect to personal injury and death, and Five Hundred Thousand Dollars (\$500,000.00) with respect to property damage.

WE RESERVE THE RIGHT, if rental is in default under the terms of this agreement, or if in our opinion equipment is being damaged in excess of ordinary wear and tear, to take possession of our property at once.

ENTIRE AGREEMENT. This agreement sets forth the entire agreement and understanding between the parties on the subject matter thereof, and merges all prior discussions and negotiations between them. Neither of the parties shall be bound by any conditions, definitions, representatives or warranties with respect to the subject matter of this agreement other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in a writing signed by a duly authorized representative of the party to be bound thereby.

ATTORNEYS FEES. In the event of a breach of this agreement, the injured party shall be entitled to recover reasonable attorneys' fees and costs of collection.

NOTICE: - If shipment of this equipment is ordered by Lessee who neglects to return this contract signed, it shall be considered as in full effect when such shipment is made.

NOTE: Please sign copy of this contract & return to, ALF RENTAL COMPANY, INC.

By:

Robert L. Thompson
VICE PRESIDENT

ACCEPTANCE

Accepted this, on the 1st day of May, 2006.

Accepted by (Builders Resource Inc.):

Signature

Print Name

Title

Exhibit "F"

BAY CRANE

"New York's Leader in crane rental and specialized transportation solutions"

11-02 43rd Avenue Long Island City, NY 11101 TEL: 718 - 392-0800 FAX: 718 - 349-6681

May 9, 2006

Builders Resource Inc.
101 Nasonville Road
Nasonville, RI 02830
Attention: Mr. Steve Allard

RE: Agreement for Crane Rental

As per your request for equipment; please review the following terms and make sure that the BRI is in full agreement.

Liebherr LR 1400/2

\$70,000 month + fuel + tax bare rental (176 Hours, all else Pro Rata)
\$50,000 Trucking Cost Each Way
\$125 Straight Time; \$225 Overtime hour Mechanic(s) to aid in machine assembly
Rental period begins 5/01/06.

Liebherr LTM 1400 Rental Rates

\$6,500 day + fuel + tax bare rental (8 Hours, all else Pro Rata)
\$26,000 week + fuel + tax bare rental (40 Hours, all else Pro Rata)

Tadano TR 450 XL-4 Rental Rates

\$850 day + fuel + tax bare rental (8 Hours, all else Pro Rata)
\$3,400 week + fuel + tax bare rental (40 Hours, all else Pro Rata)

Grove GMK 4100 Rental Rates

\$1,210 day + fuel + tax bare rental (8 Hours, all else Pro Rata)
\$4,840 week + fuel + tax bare rental (40 Hours, all else Pro Rata)

All operating engineers paid by BRI directly in accordance with Local 14/15 union contracts

Trucking of Crane Mats and Rent and any additional crane trucking

As per Bay Crane rates of \$1,100 Straight Time M-F, \$ 185 Overtime, \$210 premium time per tractor utilized. NO charge for additional trailers to haul multiple rates.

Mat Rental Rates
24'=\$6.00 26'=\$7.50 30'=\$9.00

Shuttle Trucks


\$950 per day Straight Time 7AM-3:30PM; \$145 per Overtime hour; \$170 per premium time hour


All permits, fuel, insurances, and engineering cost paid directly by BRI
All Bay Crane standard terms and conditions and standard rental agreement apply

Payment terms

Mobilization of Crane Paid In Advance
Equipment Rental Invoices to be paid in full within 30 days of Invoice Date
1% per month finance charge on any unpaid amounts past due.
If matter is referred to collection an additional 20% will be added for attorney's fees.

Any disputes will be documented on site and signed jointly by each party, and any notification of dispute shall be given in writing within 5 days of receipt of invoice. Any disputes after will be considered null and void.


Builders Resource Inc.
Name: **STEVEN MALLARD**
Title: **CFO**


Bay Crane Service Inc.
Name: **Kenneth Bernado**
Title: **President C.O.O.**

Actual Invoice Amount Dependent Upon Actual Hours Worked and unit prices that apply

All Bay Crane standard terms and conditions apply
Most Crane Specifications are Available at www.baycrane.com

BAY CRANE SERVICE, INC.

(718) 392-0800

STANDARD RENTAL AGREEMENT11-02 43rd Avenue
Long Island City, N.Y. 11101

BRI - Builders Resource Inc.

TO: 101 Nasonville Road
Nasonville, RI 02830

WE PROPOSE TO RENT YOU THE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED:

ALL RISK PHYSICAL DAMAGE Insurance coverage is to be provided by you in the amount of \$4,000,000.00 for crane and boom
This coverage must include overload and boom coverage. Certificate of Insurance naming lessor as loss payee
shall be furnished. Liebherr LR 1400 Crawler Crane Serial No. of Machine 74264RENTAL is to be at the rate of \$ AS AGREED per ☐ DAY ☐ WEEK ☐ MONTH from the date of delivery until equipment is
returned to us, rental rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rata basis.TERMS: NET 30 DAYSDELIVERY of equipment is to be made to you Monday - MAY 1, 2006
for use at Southern Blvd & Bruckner - Bronx (Mott Haven S S)

ALL TRANSPORTATION CHARGES from this point of delivery to destination and return charges to point of delivery, are to be paid by you.

YOU ARE TO ASSUME full responsibility for equipment during rental period, and are to return it to us in as good condition as received less wear
incident to normal use in the hands of a competent licensed operator. In the event that the above equipment is damaged, lost, or stolen, or in any
other manner becomes otherwise unusable while in your custody under a fixed lease or rental term, you shall continue to be liable for the total
rental charges and expenses for the entire lease and/or rental term.WE assume no liability for loss or damage on account of accidents, delays due to defective material or to motor or engine troubles, or delays in the
delivery or removal of equipment. YOU agree to defend and indemnify us against all loss, damage, expense and penalty arising from any action on
account of personal injury or damage to property occasioned by the operation, handling or transportation of this equipment during the rental period.YOU the lessee agree to hire a competent licensed crew to operate said equipment and to further defend, indemnify and hold said employees
harmless against any claim, loss, damage, expense or penalty, including attorney's fees and to assume the entire responsibility and liability arising
from any action on account of personal injury or property damage of any kind, occasioned by the operation, handling or transportation of this
equipment during the rental period, whether caused directly or indirectly by the lessee, the operator or the crew.YOU the lessee are to assume full responsibility for the securing of all operating permits required by law. Any summons issued for improper permits
whether to the lessee or Bay Crane Service Inc. are to be the responsibility of the lessee.YOU shall maintain during the term of this agreement comprehensive general liability including contractual with limits no less than a One Million
Dollar combined single limit. Certificate of Insurance naming lessor as additional insured shall be furnished.IT is understood and agreed that we shall be saved harmless from all court actions and all claims for injuries to persons or through the use of this
equipment while in your possession.THE NONPAYMENT of any bill or invoice from rental of equipment or for transportation charges within thereof shall constitute an assignment by
you to the extent of the full amount of such unpaid bills or invoices of any monies which are or may become due and owing to you from your
principal. Said assignment may be filed in accordance with the appropriate provisions of the Lien Law, whether the equipment is used on a private
or public improvement. Said assignment shall also entitle us to advance to your position on any labor and material payment bond given on the said
construction or improvement to the extent of your indebtedness to us. The acceptance of the said assignment is without waiver of any other rights
we may have against you.WE RESERVE THE RIGHT, if rental is in default under terms of this agreement, or if in our opinion equipment is being damaged in excess or
ordinary wear and tear, to take possession of our property at once.TERMS: Net A finance charge of 1% per month, 12% per annum, will be added on total balance unpaid after 30 days from date of invoice. If matter
is referred for collection an additional 20% will be added for reasonable attorney's fees.NOTICE: If shipment of this equipment is ordered by Lessee who neglects to return this contract signed, it shall be considered as in full effect when
such shipment is made.

BAY CRANE SERVICE, INC.

By *Joseph Benvenuto*

ACCEPTANCE

Accepted this *[Signature]*Date *May 10/06* 20

Equipment Returned _____

By _____

Exhibit "G"

NOV-07-2005 14:25

LEONARD J. CATANZARO, ESQ.

1 212 226 1332 P.02

LJC File # T01048.001

NOTICE OF MECHANIC'S LIEN

To the Clerk of the County of Bronx

and all others whom it may concern

Please Take Notice, as TERRA DINAMICA, LLC

as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are TERRA DINAMICA, LLC
5 Meadow Brook Road
Granby, Connecticut 06035

being a (partnership) (corporation) composed of officers, shareholders, directorswhose business address is at 5 Meadow Brook Road, Granby, Connecticut 06035and whose principal place of business is at 5 Meadow Brook Road, Granby, Connecticut 06035

- (1a) The name and address of lienor's attorney, if any LEONARD J. CATANZARO, ESQ.
434 Broadway, Suite 900, New York, New York 10013 (212) 226-1234

- (2) The owner of the real property is UNKNOWN MANUFACTURING CORP. CHINA & CHINA IS COMBUSTIBLE HYDROGEN BOMBING INC.
 and the interest of the owner as far as known to the lienor(s) is for sample.

- (3) The name of the person by whom the lienor(s) was (were) employed is D'Onofrio General Contractors Corporation
 The name of the person to whom the lienor(s) is (are) to furnish material or for whom the lienor(s) performed or is (are) to perform professional services is D'Onofrio General Contractors Corporation

- (4) The labor performed was Installation of utility surface indicators, surface settlement markers, building monitoring points, V.W. crack gauges, tiltmeters, seismographs, V.I.E. Tunnel Instruments, performed vibration and acoustic monitoring. Provided rock drill transport. Blasted material explosive transport. SEE attachment "A" for more description of labor.
 The material furnished was seismographs, monitoring surface, rock drill, blasting mats, explosive magazines.

The materials actually manufactured for but not delivered to the real property are N/AThe agreed price and value of the labor performed is \$ 371,000.00The agreed price and value of the material furnished is \$ 219,000.00The agreed price and value of the material actually used for but not delivered to the real prop. is \$ N/A
 Total agreed price and value \$ 730,000.00

- (5) The amount unpaid to the lienor(s) for said labor performed is \$ 104,020.87
 The amount unpaid to the lienor(s) for said material furnished is \$ 44,540.35

The amount unpaid to lienor(s) for material actually used for but not delivered to the real prop. is \$ N/A
 Total amount unpaid \$ 148,561.25The total amount claimed for which this lien is filed is \$ 148,561.25

- (6) The time when the first item of work was performed was May 3, 2005 19
 The time when the first item of material was furnished was June 1, 2005 19
 The time when the last item of work was performed was October 14, 2005 19
 The time when the last item of material was furnished was October 14, 2005 19

- (7) The property subject to the lien is situated in the Borough of Bronx County of Bronx
 City of New York, on the _____ side of _____

_____ inches _____ of _____, being _____ feet and _____ inches wide, front and rear by _____ feet and _____ inches deep on each side,

and known as Number Mott Haven Substation - 415 Bruckner Boulevard, Bronx, New York
 Block: 2599 Lot: 3

That said labor and materials were performed and furnished for and used in the improvement of the real property hereinafter described. That 6 months (4 months if a single family dwelling) have not elapsed dating from the last item of work performed, or from the last item of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.

Dated
November 11, 2005

 Frank J. Lanza, President

79/109
 AA

NOV-07-2005 14:25

LEONARD J. CRANZANO, ESQ.

1 212 225 1392 P.03

STATE OF NEW YORK, COUNTY OF

IN:

CORPORATION

Being duly sworn, that that deponent is (one of the co-partnership named in the within notice of Lien and) the owner(s) mentioned in the foregoing notice of Lien; that deponent has read the said notice and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me on

STATE OF NEW YORK, COUNTY OF

IN:

CORPORATION

that deponent is the President

Frank J. Lucca Being duly sworn, and of TERRA DINAMICA, LLC

herein, that deponent has read the foregoing notice of Lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer to wit, the President of TERRA DINAMICA, LLC which is a foreign corporation, and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows: contracts, papers, documents, files in his possession and personal experience.

Sworn to before me on this 11 day of November 2005

Barbara K. Ratonie

Notary Public

Comm. exp. 7/31/06

Frank J. Lucca, President

Editor's note: Notice of Mechanic's Lien may be filed at any time during the progress of the work and the furnishing of the materials, or, within eight months (four months if a single family dwelling) after the completion of the contract, or the final performance of the work, or the final furnishing of the materials. The Notice of Mechanic's Lien must be filed in the Clerk's office of the county where the property is situated. If such property is situated in two or more counties, file the Notice of Mechanic's Lien in the office of the Clerk of each county. See Lien Law §10.

Affidavit of Service of Notice of Mechanic's Lien on Owner, Agent or Attorney

STATE OF NEW YORK, COUNTY OF NEW YORK

ss:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and resides at 434 Broadway, Suite 900, New York, New York 10013

on November 30, 2005 19 served the within Notice of Mechanic's Lien

on BRUCKNER MANUFACTURING CORP., the owner herein at 415 Bruckner Boulevard, Bronx, New York 10454

and also on GROSS & GROSS LLP, the owner herein at 371 Merrick Road, Rockville Centre, NY 11570

and also on CONSOLIDATED EDISON SOLUTIONS, INC., the owner herein at 415 Bruckner Boulevard, Bronx, New York 10454

☐ and 4 Irving Place, New York, NY 10003

☐ by delivering a true copy to said owner personally. Deponent knew the person so served to be the owner.

☐ as the owner could not be found, by delivering a true copy to the agent attorney of the owner.

☐ by leaving it at the last known place of residence of the owner in the city or town in which the real property or some thereof is situated, with

a person of suitable age and discretion.

☒ by depositing a true copy of same, enclosed in a certified registered mail, postpaid, properly addressed wrapper, in an official depository of the United States Postal Service in New York State.

☐ as the owner has no last known place of residence in the city or town in which the real property or some part thereof is situated, or the owner could not be found, and has no agent or attorney, by affixing a true copy thereof conspicuously on such property, at m. (between the hours of nine o'clock in the forenoon and four o'clock in the afternoon)

☐ as the owner is a corporation, by personally delivering a true copy and leaving it with the president vice-president secretary clerk cashier treasurer director managing agent or corporation.

☐ as the owner is a corporation, and no officer of the corporation could be found within the state, by affixing a true copy conspicuously on such property at m. (between the hours of nine o'clock in the forenoon and four o'clock in the afternoon).

☐ as the owner is a corporation, by depositing a true copy of same, enclosed in a certified registered mail, postpaid, properly addressed wrapper, in an official depository of the United States Postal Service in New York State.

Sworn to before me on
this 30th day of November, 2005


LEONARD J. CATANZARO, ESQ.


Notary Public

STANLEY B. KATZ
Notary Public, State of New York
No. 31-4830171
Qualified in New York County
Commission Expires 4/23/08

* Editor's note: Serve five days before or 30 days after filing the Notice of Mechanic's Lien. See Lien Law §11.

Amended Affidavit of Service of Notice of Mechanic's Lien on Owner, Agent or Attorney*

STATE OF NEW YORK, COUNTY OF NEW YORK

SS.:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and resides at 434 Broadway, Suite 900, New York, New York 10013 on December 3, 2005 19 served the within Notice of Mechanic's Lien

on BRUCKNER MANUFACTURING CORP., the owner herein at 415 Bruckner Boulevard, Bronx, New York 10458
and also on GROSS & GROSS LLP, the owner herein at 371 Merrick Road, Rockville Centre, NY 11570
and also on CONSOLIDATED EDISON SOLUTIONS, INC., the owner herein at 415 Bruckner Boulevard, Bronx, New York 10454
and 4 Irving Place, New York, NY 10003
☐ by delivering a true copy to said owner personally. Deponent knew the person so served to be the owner.

☐ as the owner could not be found, by delivering a true copy to the agent attorney of the owner.

☐ by leaving it at the last known place of residence of the owner in the city or town in which the real property or some thereof is situated, with

a person of suitable age and discretion.

☒ by depositing a true copy of same, enclosed in a certified registered mail, postpaid, properly addressed wrap an official depository of the United States Postal Service in New York State.

☐ as the owner has no last known place of residence in the city or town in which the real property or some part thereof is situated, or the owner could not be found, and has no agent or attorney, by affixing a true copy thereof conspicuously on such property, at m. (between the hours of nine o'clock in the forenoon and four o'clock in the afternoon)

☐ as the owner is a corporation, by personally delivering a true copy and leaving it with the president vice-president secretary clerk cashier treasurer director managing agent corporation.

☐ as the owner is a corporation, and no officer of the corporation could be found within the state, by affixing a true copy conspicuously on such property at m. (between the hours of nine o'clock in the forenoon and four o'clock in the afternoon).

☐ as the owner is a corporation, by depositing a true copy of same, enclosed in a certified registered mail, properly addressed wrapper, in an official depository of the United States Postal Service in New York State.

Sworn to before me on this 3rd day of December, 2005

Notary Public

S.R.L.

741109
STANLEY B. KATZ
Notary Public, State of New York
No. 31-4630171
Qualified in New York County
Commission Expires 2-28-08

LEONARD J. CATANZARO, ESQ.

Block 279
LOT - 7

* Editor's note: Serve five days before or 30 days after filing the Notice of Mechanic's Lien. See Lien Law §11.

Affidavit of Service by Certified Mail*

Transaction 95051
Code: ASDue 95.00
Rec'd 95.00
Change 98.00

STATE OF NEW YORK, COUNTY OF NEW YORK

ss.:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and resides at 434 Broadway, Suite 900, New York, New York 10013 on December 3, 2005 19 the undersigned served the within Notice of Lien on

D'Onofrio General Contractors Corporation

the contractor ~~subcontractor~~ ~~assignee~~ legal representative
at 202 28th Street, Brooklyn, New York 11232

SEE ALSO ***

by depositing a true copy of same, enclosed in a certified mail, postpaid, properly addressed wrapper, in an official deposit the United State Postal Service in New York State.

Sworn to before me on
this 3rd day of December, 2005

Notary Public

STANLEY B. KATZ
Notary Public, State of New York
No. 31-4630171
Qualified in New York County
Commission Expires 2/28/07

Faberware
1515 Broadway
New York, New York 10036

S.R.L.

* Editor's note: Serve a copy of Notice of Mechanic's Lien on contractor or subcontractor simultaneously or within 30 days after filing Notice of Mechanic's Lien. File proof of service with County Clerk within 35 days after Notice of Mechanic's Lien filed. See Lien Law §11-b.

Mechanic's Lien

TERRA DINAMICA, LLC Claimant

Residence

5 Meadow Brook Road

Business Address Granby, Connecticut 06035

against

BRUCKNER MANUFACTURING CORP.
GROSS & GROSS LP, CONSOLIDATED
EDISON SOLUTIONS, INC.

Owner

D'Onofrio General Contractors
Corporation

Contractor

Notice of Lien

Amount \$ 148,601.25

Filed

Premises known as

Mott Haven Substation - 415 Bruckner Boulevard,
Bronx, New York

Block 2599

Lot 5

LEONARD J. CATANZARO, ESQ.

Attorney(s) for Lienor

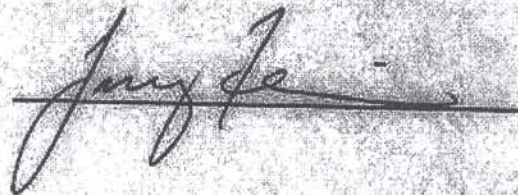
Post Office Address and Telephone Number

434 Broadway, Suite 900
New York, New York 10013
(212) 226-1234

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and on February 10, 2006, the undersigned served the within Notice of Lien on D'Onofrio General Contractors Corporation, the X contractor ___ subcontractor ___ assignee ___ legal representative, at 202-28th St., Brooklyn, New York 11232 by depositing a true copy of same, enclosed in a certified mail postpaid, properly addressed wrapper, in an official depository of the United States Postal Service.



Sworn to before me this 21st
day of February, 2006


Notary Public

JEANINE COLLIGAN
Notary Public, State of New Jersey
My Commission Expires March 8, 2008

804093
PA PL-2599
LOT-5



1005672

UNITED LAWYER

AFFIDAVIT OF SERVICE OF NOTICE OF MECHANIC'S LIEN ON OWNER

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and

on February 3, 2006 served the within Notice of Mechanic's Lien on Bruckner Manufacturing Corp. the owner herein at 415 Bruckner Blvd., Bronx, New York, 10454, 111 Eighth Avenue, New York, New York 10011, and 101 Wood Avenue, South Iselin, New Jersey 08830.

- by delivering a true copy to said owner personally. Deponent knew the person so served to be the owner.
- as the owner could not be found, by delivering a true copy to the ___ agent ___ attorney of the owner.
- by leaving it at the last known place of residence of the owner in the city or town in which the real property or some part thereof is situated, with a person of suitable age and discretion.
- by depositing a true copy of same, enclosed in a ___ certified ___ registered mail, postpaid, properly addressed wrapper, in an official depository of the United States Postal Service.
- as the owner has no last known place of residence in the city or town in which the real property or some part thereof is situated or the owner could not be found, and has no agent or attorney, by affixing a true copy thereof conspicuously on such property.
- as the owner is a corporation, by personally delivering a true copy and leaving it with the ___ president ___ vice president ___ secretary ___ clerk ___ cashier ___ treasurer ___ director ___ managing agent of the corporation.
- as the owner is a corporation, and no offices of the corporation could be found within the state, by affixing a true copy conspicuously on such property.

804093
AA

BL-2899
Lot-5

1005578

1

X as the owner is a corporation, by depositing a true copy of same, enclosed in a X certified registered mail, postpaid, properly addressed wrapper, in an official depository of the United States Postal Service.



Sworn to before me this 21st
day of February, 2006


Notary Public

JEAMINE COLLIGAN
A Notary Public of New Jersey
My Commission Expires March 8, 2008



1005678

Exhibit "H"



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 4 checks in the amount of \$ 800,000 for Work performed on the Project during the period 04/01/06 to 06/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 800,000 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

2000/19616

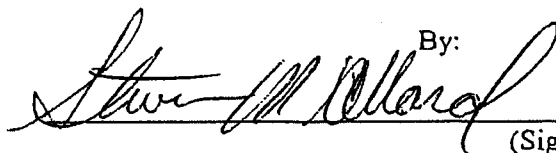
1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

CORES LAB[®]
STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CEO of Builders Resource Inc.,
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

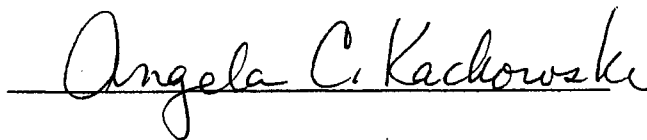
By: 

(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the
penalty of false statement.



Notary Public

My commission expires

8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 5/15/06 in the amount of \$ 582,825 for Work performed on the Project during the period 05/01/06 to 05/31/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 582,825 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

JAN 17 1961

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard, being the CFO of Builders Resource Inc.,
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

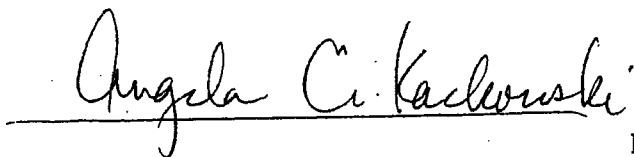


(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the
penalty of false statement.



Notary Public

My commission expires 8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008

STRUCTURES

(CONN) INC.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven located at Bronx, NY ("Project"); and
Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 6/15/06 in the amount of \$ 856,456 for Work performed on the Project during the period 06/01/06 to 06/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 1,439,281 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

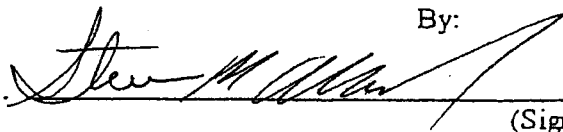
ENCL#19616

STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.,
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

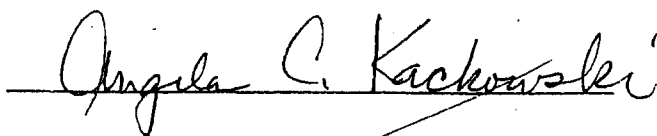


(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the
penalty of false statement.



Notary Public

My commission expires 8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/14/06 in the amount of \$ 307,714 for Work performed on the Project during the period _____ to 7/8/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 1,746,995 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier

Total Amount Owning

None

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

EAMC#19616

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource, Inc.
being duly sworn, acknowledge the foregoing on this 14th day of July, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

Steve Allard

(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

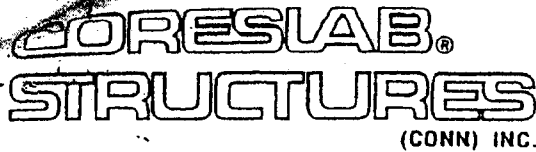
Subscribed and sworn to before me this 14th day of July, 2006 under the
penalty of false statement.

Angela C. Kackowski

Notary Public

My commission expires 8/30/

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven located at Bronx, NY ("Project"); and
Con-Ed Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/31/06 in the amount of \$ 583,588 for Work performed on the Project during the period 7/1/06 to 7/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 2,022,869 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier

Total Amount Owing

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

CANDL79616

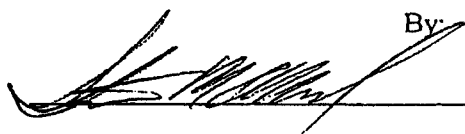
1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

CORES LAB[®]
STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.,
being duly sworn, acknowledge the foregoing on this 13th day of July, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

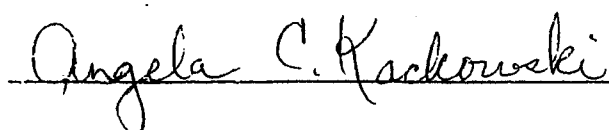
By: 

(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ss:

Subscribed and sworn to before me this 13th day of July, 2006 under the
penalty of false statement.



Notary Public

My commission expires 8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/31/06 in the amount of \$210,205 for Work performed on the Project during the period July 1, '06 to July 31, '06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$2,540,788.00 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier

Total Amount Owed

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

EANDL79614

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

CORESLAB®
STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CEO of Builders Resource Inc.
being duly sworn, acknowledge the foregoing on this 4th day of August, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

Steve Allard

(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield ss:

Subscribed and sworn to before me this 4th day of August, 2006 under the
penalty of false statement.

Angela C. Kackowski

Notary Public

My commission expires

8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008

CORES LAB[®] STRUCTURES (CONN) INC.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Matthew Sub Station located at 57 Bruckner Blvd, Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/15/06 in the amount of \$ 210,205.- for Work performed on the Project during the period 7/15/06 to 7/31/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 232,058.3- (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier

Total Amount Owing

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

2006/07/16

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

CORESLAB[®]
STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steven M. Allard being the CFO of Builders Resource Inc.
being duly sworn, acknowledge the foregoing on this 16th day of August, 2006
and certify that this is a true and accurate statement intending to induce Corelab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

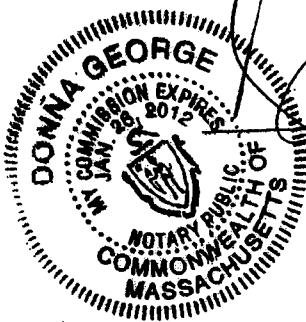
[Signature]

(Signature of Subcontractor, Supplier, or
Materialman)

Massachusetts
STATE OF CONNECTICUT)

COUNTY OF Worcester ss:

Subscribed and sworn to before me this 16th day of August, 2006 under the
penalty of false statement.



Notary Public

My commission expires

1/26/2012

CORES LAB[®]
STRUCTURES
 (CONN.) INC.

Mr. 0111-6
 Aug.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven Substation located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 8-29-06 in the amount of \$ 951,583.00 for Work performed on the Project during the period 8-1-06 to 8-31-06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 3,492,371 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid
 sub-subcontractor, materialmen or supplier

Total Amount Owed

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

CORES LAB®
STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I Steve Ailard ^{CFO} being the owner of Builders Resource Inc.
being duly sworn, acknowledge the foregoing on this 30th day of August, 2006
and certify that this is a true and accurate statement intending to induce Corelab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

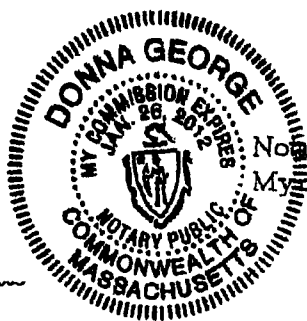
By: [Signature]
Steve Ailard

(Signature of Subcontractor, Supplier, or
Materialman)

Massachusetts
STATE OF CONNECTICUT)

COUNTY OF Worcester ss:

Subscribed and sworn to before me this 30th day of August, 2006 under the
penalty of false statement.



Notary Public
My commission expires 1/26/2012

[Signature]